

Summary of Main Provisions of New StarTrack Terms and Conditions.

Effective 1 November 2021.

From 1 November 2021, StarTrack will implement new Terms and Conditions governing the provision of its Services (except where StarTrack has agreed in writing that other arrangements apply).

The table on the next page contains a high-level summary of the Terms and Conditions, and you are encouraged to read them in full. A requirement under fair trading laws is that we draw your attention to provisions which may be prejudicial to you. We encourage you to read these carefully before continuing to use our services. These provisions are marked on the next page with an **asterisk (*)**.

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Clause No.	Clause Heading	Description and Explanation
1	Introduction	The StarTrack Terms and Conditions govern the provision of all Services by StarTrack, and form part of your Services Agreement (unless StarTrack has agreed in writing that alternate arrangements apply).
2	Provision of the Services	This clause sets out the main operational requirements relating to the provision of the Services, including such matters as compliance with packaging requirements and product guides, preparation of consignment notes, restrictions on certain classes of goods, our rights on delivery to your receiver, plus other operational obligations.
3	Intermediaries	The introduction of new provisions relating only to customers who operate as intermediaries who on-sell StarTrack's Services. * Clause 3.8 sets out circumstances in which intermediary customers will be liable and will indemnify StarTrack against all loss (to the extent permitted by law).
4	Service Rates and Additional Charges	This clause covers the main financial arrangements relating to the provision of the Services: payment terms, how our rates are calculated (including cubing), when our Additional Charges will apply, and the application of certain extra charges. An outline of our rates can be found on our website: auspost.com.au/startrack-standard-rates . * Clause 4.6 provides that we may amend the Service Rates or any Additional Charge at our discretion by giving you no less than 30 days' written notice. * Clause 4.8 sets out the circumstances in which you will be required to pay a late payment charge. * Clause 4.11 explains the circumstances in which extra charges may be applied.
5	Minimum Revenue and Trading Levels	This clause requires you to meet your agreed trading levels and provides us with the ability to adjust your rates on 30 days' notice if your trading levels are less than those to which you have committed.
6	Liability for Lost, Damaged or Delayed Goods	* Clause 6 sets out the circumstances in which StarTrack limits its liability for lost or damaged goods, delay, non-delivery or mis-delivery of the goods (to the extent permitted by law).
7	Transit Warranty	This clause offers you the opportunity to purchase StarTrack's Transit Warranty cover, if required.
8	Liability and Limitation of Liability	* Clause 8 sets out the circumstances in which StarTrack limits its liability and excludes warranties in relation to the provision of the service (including limiting our liability for any breach to either resupply the service or pay the cost of resupply). * Clause 8.5 provides that you indemnify StarTrack for your breaches of the agreement, for any loss suffered in connection with any Dangerous Goods you consign, and in relation to any third-party Claim regarding delay or damage to, or loss, non-delivery or mis-delivery of your Goods (to the extent permitted by law).
9	IP, Confidentiality & Privacy, Data	New provisions are introduced to set out each party's rights and obligations in relation to existing and prospective intellectual property rights, the communication of confidential information between us, privacy obligations relating to personally identifiable information and each party's rights in relation to the exchange of data.
10	Dangerous Goods	This clause prohibits you from consigning Dangerous Goods without our consent and sets out your obligations if you consign permitted Dangerous Goods.
11	Electronic Despatch System	This clause obliges you to use either our own or another approved electronic despatch system when manifesting and consigning goods.
12	Pallet Trading	This clause sets out the arrangements and requirements in relation to the handling of pallets.
13	Term and Termination	This clause explains the duration of our agreement and introduces new provisions setting out the right of each party to terminate the agreement for cause. We also have the right to terminate for your insolvency and related reasons. * Clause 13.3 introduces a right for either party to terminate the agreement at its discretion on 90 days' notice.
14	Force Majeure	The introduction of new provisions which excuse either party from performance of the agreement for reasons beyond their reasonable control (sometimes called "acts of God").
15	Modern Slavery	The introduction of provisions confirming that StarTrack meets its obligations to avoid committing any acts of modern slavery.
16	General	This clause covers a range of matters which are ordinarily covered in commercial agreements including: provision of notices, authority to subcontract, assignment, waiver, entire agreement, variation of the agreement, severability of provision if unenforceable, how the agreement is signed, that Victorian law applies and the relationship between the parties.
17	Definitions	The major terms and terminology used throughout the Terms and Conditions are defined in the clause.

* Provisions which may be prejudicial to you, which are drawn to your attention in accordance with fair trading laws.